

REMARKS

In response to the Office Action mailed July 22, 2008 (hereinafter "Office Action"), claims 1, 8, 9, 13, 17, 18, 19, 22, 23, and 25 has been amended to correct minor typographical errors and antecedent basis issues. Applicants submit that no new matter has been introduced. As such, claims 1-25 are pending of which claims 1, 8, 9, 13-14, 17-19, and 22-25 are independent.

At the outset, Applicants wish to note that the Examiner has failed to provide an explanation as to how the Global Wireless applied reference allegedly discloses all the claimed subject matter of Applicants' pending claims. Rather, the Examiner attempts to address all of the pending claims with a single statement "Applicant is directed to pages 3-4 of the article." Applicants submit that this treatment of the claims is improper. The Examiner has left Applicants to guess the alleged basis of the rejection, which is clearly improper. See 37 C.F.R. §1.104(c)(2) ("When a reference is complex or shows or describes inventions other than that claimed by the applicant, the particular part relied on must be designated as nearly as practicable. The pertinence of each reference, if not apparent, must be clearly explained and each rejected claim specified.") Accordingly, if the Examiner were to maintain his rejection, Applicants respectfully request the Examiner to clearly set forth the alleged basis of the rejection so that Applicants may provide a response appropriately without having to rely on guesswork.

Reconsideration and the timely allowance of the pending claims, in view of the following remarks, are respectfully requested.

REJECTIONS UNDER 35 U.S.C. § 102

Claims 1-8 stand rejected under 35 U.S.C. § 102(b) as allegedly being anticipated by a magazine article titled "Prepaid influence continues to grow" from magazine titled "Global Wireless", v1, n5, p13+, September 1998 (hereinafter "Global Wireless"). [Office Action, pg. 2]. Even though the Examiner has not specifically mentioned claim 25 as being rejected under 35 U.S.C. § 102(b) on pg. 2 of the Office Action, Applicants assume that the Examiner's intention was to do so as he addresses the rejection of claim 25 on pg. 5 of

Office Action. Applicants respectfully traverse this rejection, under 35 U.S.C. §102(b), for the reasons presented below.

Independent claim 1 positively recites, inter alia, the features:

maintaining at least two different tariff models for the home subscriber, *each model containing a tariff scheme defining how to charge different calls;*

maintaining in the subscriber-specific subscriber information *an indication of a tariff model to be used with the home subscriber to charge different calls*, the tariff model being one of said at least two different tariff models and the indication indicating the tariff model directly or indirectly;

determining, in response to the detecting, *a tariff model to be used based on the indication in the home subscriber's subscriber-specific subscriber information;*

obtaining a tariff scheme to be used based on the determined tariff model; and

calculating a charge for the call according to the obtained tariff scheme.

With this said, Applicants respectfully submit that the Global Wireless citations relied upon by the Examiner do little in the way of establishing anticipation.

Global Wireless discloses different prepaid plans, wherein prepaid customers buy certain amount of airtime in minutes, which is reduced when a call is made. In other words, a one minute call reduces the airtime by one minute regardless of the prepaid plan the prepaid customer making the call is using. For example, Global Wireless discloses that CTBC telecom offers three different prepaid cards differing in airtime (e.g., with 17, 28, or 50 minutes), but in each case a charge for a call is US \$1.19/minute. Thus, all calls are charged the same way regardless of the prepaid plan.

Another example, provided by Global Wireless is that of Vodacom's Africa services wherein prepaid customers are provided with the possibility to buy airtime credit with or without monthly subscription fees. Even for Vodacom's services, only one way to calculate charges for a call that a prepaid customer makes is provided (US 40 cents per minute). Thus, again regardless of the plan, all the calls are charged the same way.

By contrast, per various embodiments of Applicants' invention, at least *two different tariff models for a home subscriber are maintained, each model containing a tariff scheme defining how to charge different calls*. An indication of a tariff model to be used with the

home subscriber to charge different calls is maintained in the subscriber-specific subscriber information, such that when the home subscriber makes a call, the tariff model to be used is determined based on the indication in the home subscriber's subscriber-specific subscriber information; *a tariff scheme is obtained based on the determined tariff model;* and *a charge for the call is calculated according to the obtained tariff scheme.* Thus, the charge calculated for the different calls will differ based on the determined tariff model and obtained tariff scheme.

Furthermore, there is no mention in Global Wireless of maintaining an indication of a tariff model (being one of the two different tariff models) to be used with the home subscriber.

Since, Global Wireless fails to disclose that the subscriber-specific subscriber information maintains an indication of a tariff model to be used with the home subscriber, Global Wireless also fails to disclose that a tariff model to be used is determined based on the indication in subscriber's subscriber-specific subscriber information, much less, that the tariff model to be used is determined in response to detecting that a subscriber is making a call.

For at least these reasons, Applicants submit that Global Wireless fails to disclose all the features of Applicants' claim 1. Hence, claim 1 is allowable and withdrawal of the rejection is respectfully requested. Because claims 2-7 depend from claim 1, either directly or indirectly, the rejection of these claims is likewise improper and must be withdrawn.

With regard to independent claim 8, Applicants submit that while Global Wireless may suggest a general use of vouchers, Global Wireless still fails to disclose at the following features of claim 8, for example: "attaching at least to each of said two types of vouchers one tariff model so that a first voucher type is attached to a first tariff model and a second voucher type is attached to a second tariff model;" and "determining the tariff model to be used based on the voucher the prepaid subscriber has last used for depositing the prepaid subscriber's prepaid account." Thus, Applicants submit that Global Wireless fails to disclose at least these features of claim 8 in addition to the features similar to claim 1.

For at least these reasons, Applicants submit that Global Wireless fails to disclose all the features of Applicants' claim 8. Hence, claim 8 is allowable and withdrawal of the rejection is respectfully requested.

With regard to independent claim 25, in addition to the features recited in claim 1, Global Wireless fails to disclose “maintaining at least two different tariff models for the home subscribers, each model containing a tariff scheme defining how to charge different calls, *a first of said at least two different tariff models containing a first tariff scheme and a second of said at least two different tariff models containing a second tariff scheme having a different time definition than the first tariff scheme*; determining a tariff for the call at least *based on the time definitions of the obtained tariff scheme*; and *calculating a charge for the call using the determined tariff*.”

For at least these reasons, Applicants submit that Global Wireless fails to disclose all the features of Applicants’ claim 25. Hence, claim 25 is allowable and withdrawal of the rejection is respectfully requested.

REJECTIONS UNDER 35 U.S.C. § 103

Claims 9-24 stand rejected under 35 U.S.C. § 103(a) as allegedly being unpatentable over Global Wireless. [Office Action, pg. 5]. Applicants respectfully traverse this rejection because the Examiner has failed to establish a *prima facie* case of obviousness. Applicants traverse this rejection because Global Wireless fails to teach or suggest the features of claims 9-24.

The Examiner alleges that:

Claims 9-24 are directed to a telecommunications system, a network element device, a memory, a database, a data structure embodied in computer media executable by a processor, and a processor for performing the functions of claims 1-8 and 25. As per these computer structures or structural devices, the Examiner asserts that these are well known and commercially available devices that are routinely used by telecommunications systems and/or companies, as such using these devices to perform the claimed functions would have been obvious to do by one of ordinary skill in the art with the motivation of obtaining a useful and concrete device as envisaged by teachings provided in the instant article.

As mentioned above, Global Wireless clearly fails to disclose various features of Applicants’ claims 1-8 and 25. Thus, even if the computer structures or structural devices were well known or commercially available (though Applicants do not concede this), there is no disclosure, teaching or suggestion, in Global Wireless or any other reference, of these

allegedly well known computer structures or structural devices being configured in the manner claimed (being configured to perform the functions of claims 1-8 and 25 as claimed, for example).

Thus, for at the reasons presented above, Applicants submit that Global Wireless fails to teach or suggest all the features of Applicants' claims 9-24. Hence, claims 9-24 are allowable and withdrawal of the rejection is respectfully requested.

CONCLUSION

All matters having been addressed and in view of the foregoing, Applicants respectfully request the entry of this Amendment, the Examiner's reconsideration of this application, and the immediate allowance of all pending claims.

Applicants' Counsel remains ready to assist the Examiner in any way to facilitate and expedite the prosecution of this matter. If any point remains in issue which the Examiner feels may be best resolved through a personal or telephone interview, please contact the Undersigned at the telephone number listed below.

Please charge any fees associated with the submission of this paper to Deposit Account Number **03-3975**. The Commissioner for Patents is also authorized to credit any over payments to the above-referenced Deposit Account.

Respectfully submitted,

PILLSBURY WINTHROP
SHAW PITTMAN LLP



E. R. HERNANDEZ
Reg. No. 47,641
Tel. No. 703.770.7788
Fax No. 703.770.7901

Date: November 24, 2008
P.O. Box 10500
McLean, VA 22102
(703) 770-7900

